12 mar

Lori A. Shibinette
Commissioner

Christine L. Santaniello
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

*DIVISION OF ECONOMIC & HOUSING STABILITY*

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9474 1-800-852-3345 Ext. 9474
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

February 3, 2021

The Honorable Ken Weyler, Chairman
Fiscal Committee of the General Court

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

## REQUESTED ACTION

Pursuant to the provisions of RSA 14:30-a, VI, authorize the Department of Health and Human Services, Division of Economic and Housing Stability to accept and expend federal funds in the amount of $1,202,686 from the U.S. Department of Housing and Urban Development, effective upon approval by the Fiscal Committee and Governor and Council through June 30, 2021, and further authorize the allocation of these funds in the accounts below. 100% Federal Funds.

**05-95-42-423010-79270000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, HOMELESS & HOUSING, HOUSING – SHELTER PROGRAM**

| Class/Object | Class Title | Current Authorized Budget | Requested Change | Adjusted Budget |
|---|---|---|---|---|
| Revenue | | | | |
| 000-408072 | Federal Funds | $ 11,085,119 | $ 1,202,686 | $ 12,287,805 |
| | General Funds | $ 7,182,250 | $ - | $ 7,182,250 |
| | Total Revenue: | $ 18,267,369 | $ 1,202,686 | $ 19,470,055 |
| Expense | | | | |
| 010-500100 | Personal Services Perm Class | $ 373,035 | $ - | $ 373,035 |
| 020-500200 | Current Expenses | $ 5,072 | $ - | $ 5,072 |
| 022-500255 | Rent/Lease Office Equipment | $ 500 | $ - | $ 500 |
| 026-500251 | Organizational Dues | $ 1,750 | $ - | $ 1,750 |
| 030-500301 | Equipment - New | $ 1,200 | $ - | $ 1,200 |

| | | | | |
|---|---|---|---|---|
| 039-500190 | Telecommunications | $ 2,200 | $ - | $ 2,200 |
| 040-500800 | Indirect Costs | $ 11,290 | $ - | $ 11,290 |
| 041-500801 | Audit Fund Set Aside | $ 9,260 | $ 1,203 | $ 10,463 |
| 042-500620 | Additional Fringe Benefits | $ 28,402 | $ - | $ 28,402 |
| 050-500109 | Personal Service Temp Appoi | $ 39,355 | $ - | $ 39,355 |
| 057-500535 | Books Periodicals Subscriptions | $ 1 | $ - | $ 1 |
| 060-500602 | Benefits | $ 187,961 | $ - | $ 187,961 |
| 070-500704 | In State Travel | $ 10,000 | $ - | $ 10,000 |
| 080-500714 | Out of State Travel | $ 10,000 | $ - | $ 10,000 |
| 102-500731 | Contract for Prog Svcs | $ 17,587,284 | $ 1,201,483 | $ 18,788,767 |
| 211-500757 | Catastrophic Casualty Ins | $ 59 | $ - | $ 59 |
| | Total Expense: | $ 18,267,369 | $ 1,202,686 | $ 19,470,055 |

## EXPLANATION

This request is being made to accept and expend additional grant funds available for SFY 2021 to administer the Continuum of Care (COC) Program, the Emergency Solutions Grant (ESG) Program, and the Housing Opportunities for Persons With AIDS (HOPWA) Program. The COC program focuses on quickly rehousing homeless individuals and families while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness; promote access to and effect utilization of mainstream programs by homeless individuals and families; and optimize self-sufficiency among individuals and families experiencing homelessness. The ESG Program focuses on addressing the needs of individuals experiencing homelessness in emergency or transitional shelters to quickly regain stability in permanent housing after experiencing a housing crisis and/or homelessness. The HOPWA Program provides housing assistance and related supportive services to meet the housing needs of low-income persons and their families living with HIV/AIDS. These resources help clients maintain housing stability, avoid homelessness, and improve access to HIV/AIDS treatment and related care while placing a greater emphasis on permanent supportive housing.

Funds are being budgeted in Contracts for Program Services (Class 102) to provide grant money to New Hampshire programs to carry out the objectives of the COC, ESG and HOPWA programs. Funds are also being budgeted for Audit costs (Class 041) per state requirements.

Area served: Statewide

Source of Funds: These funds are 100% Federal from the U.S. Department of Housing and Urban Development.

If Federal Funds become no longer available, General Funds will not be requested to support the program expenditures.

Respectfully submitted,

For

Lori A. Shibinette
Commissioner

## FISCAL SITUATION

### Housing Supports Federal Grants

| | COC | ESG | HOPWA | TOTAL |
|---|---|---|---|---|
| COC - 18 Award | 6,877,888 | | | 6,877,888 |
| COC - 19 Award | 4,586,645 | | | 4,586,645 |
| ESG - E-19-DC-33-0001 | | 901,293 | | 901,293 |
| ESG - E-20-DC-33-0001 | | 930,879 | | 930,879 |
| HOPWA - NH-H170020 | | | 966,900 | 966,900 |
| HOPWA - NH-H180019 | | | 733,521 | 733,521 |
| **Awards** | 11,464,533 | 1,832,172 | 1,700,421 | 14,997,126 |
| **Expended Through 12/31/20** | (4,461,227) | (640,257) | (1,161,556) | (6,263,040) |
| **Available Award Balance** | 7,003,306 | 1,191,915 | 538,865 | 8,195,221 |
| **Less: SFY 21 Appropriations** | 4,111,005 | 803,647 | 448,733 | 5,363,385 |
| **Available To Accept** | 2,892,301 | 388,268 | 90,132 | 3,280,569 |
| **Amount Requested This Action** | | | | 1,202,686 |
| **Available to Request at a Later Date** | | | | 2,077,883 |

| SFY 21 Appropriations: 10-042-4230-79270000 | 2021 Budget | Balance Fowarded | Total | This Action | Revised Budget |
|---|---|---|---|---|---|
| | | | - | | - |
| **Revenue** | 5,839,476 | 5,245,642 | 11,085,118 | 1,202,686 | 12,287,804 |
| **Expense** | 11,476,613 | 6,790,756 | 18,267,369 | 1,202,686 | 19,470,055 |

# Fiscal Year 2018
# Continuum of Care Competition
# Homeless Assistance Award Report

**State**

**CoC Name**

| Project Name | Program | Awarded Amount |
|---|---|---|
| **New Hampshire** | | |
| **NH-500 - New Hampshire Balance of State CoC** | | |
| BMCAP RRH Program | CoCR | $185,476 |
| Central Street PHP | CoCR | $72,960 |
| CLM FAMILY HOUSING I | CoCR | $273,721 |
| CLM PH I | CoCR | $279,867 |
| CLM Shelter Plus Care | CoCR | $285,240 |
| CLM Shelter Plus Care II | CoCR | $73,573 |
| CRH/CCEH Permanent Supportive Housing Expansion | CoCR | $391,949 |
| Families in Transition Concord Community Permanent Housing Program | CoCR | $107,779 |
| Families in Transition Permanent Housing Program - Concord | CoCR | $70,343 |
| FIT Concord Community Leasing II | CoCR | $101,355 |
| FIT: Dover Permanent Housing | CoCR | $107,216 |
| Genesis Behavioral Health-Summer Street Project | CoCR | $43,215 |
| Gilpin House | CoCR | $129,535 |
| Home at Last | CoCR | $176,145 |
| Homeless Management Information System - Balance of State | CoCR | $77,996 |
| McGrath Street Permanent Housing | CoCR | $102,169 |
| Next Steps Permanent Housing Program | CoCR | $90,365 |
| NH Coordinated Entry | CoCR | $351,403 |
| SCS Permanent Housing Project | CoCR | $87,178 |
| SCS Rapid Re-Housing Program | CoCR | $121,518 |
| SCS Shelter Plus Care | CoCR | $281,824 |
| Sullivan County Fresh Steps PH Program | CoCR | $120,404 |

State

CoC Name

| Project Name | Program | Awarded Amount |
|---|---|---|
| TCCAP PSH I | CoCR | $17,203 |
| NH-500 Total | | $3,548,434 |

## NH-501 - Manchester CoC

| | | |
|---|---|---|
| Amherst Street Transitional Housing Program | CoCR | $51,052 |
| Family Mill Permanent Housing Program | CoCR | $208,449 |
| Homeless Management Information System - Manchester | CoCR | $53,583 |
| Manchester Permanent Housing Program IV | CoCR | $54,663 |
| Millyard Transitional Housing Program | CoCR | $112,869 |
| Millyard Transitional Housing Program Phase II | CoCR | $44,621 |
| Permanent Housing 18 | CoCR | $47,238 |
| Permanent Housing Program IX | CoCR | $207,540 |
| Permanent Housing Program V | CoCR | $55,377 |
| Permanent Housing Program VI (FIT) | CoCR | $73,614 |
| Permanent Housing Program VIII | CoCR | $24,161 |
| Pine Street Transitional Living Program | CoCR | $102,605 |
| Somerville Street Permanent Housing | CoCR | $78,469 |
| TWH-RRH | CoCR | $65,388 |
| Your Way Home I | CoCR | $55,505 |
| Your Way Home III | CoCR | $52,207 |
| Your Way Home V | CoCR | $53,626 |
| Your Way Home VII & II | CoCR | $158,471 |
| NH-501 Total | | $1,499,438 |

## NH-502 - Nashua/Hillsborough County CoC

| | | |
|---|---|---|
| HMIS - Nashua | CoCR | $12,778 |
| Permanent Housing 11C | CoCR | $30,244 |
| Permanent Housing 13C | CoCR | $99,502 |
| Permanent Housing 17 | CoCR | $77,642 |

**State**

**CoC Name**

| Project Name | Program | Awarded Amount |
|---|---|---|
| Permanent Housing 2 | CoCR | $219,870 |
| Permanent Housing 3 | CoCR | $938,636 |
| Permanent Housing 4C | CoCR | $316,332 |
| Permanent Housing 6 | CoCR | $65,862 |
| Permanent Housing 8C | CoCR | $69,150 |
| NH-502 Total | | $1,830,016 |
| New Hampshire Total | | $6,877,888 |

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

OFFICE OF ASSISTANT SECRETARY
FOR COMMUNITY PLANNING AND DEVELOPMENT

March 13, 2020

Ms. Melissa Hatfield
Bureau Administrator
State of New Hampshire
105 Pleasant Street
Concord, NH 03301

Dear Ms. Hatfield:

Congratulations! The U.S. Department of Housing and Urban Development (HUD) is delighted to inform you that the project application(s) that your organization submitted for funding under the Fiscal Year (FY) 2019 Continuum of Care (CoC) Program was selected for a total of $4,586,645.

The CoC Program is an important part of HUD's mission. CoCs around the country will continue to improve the lives of men, women, and children through their local planning efforts and through the direct housing and service programs funded under the FY 2019 CoC Program Competition. Projects like those of your organization, funded through the CoC program, continue to demonstrate their value by improving accountability and performance every year.

Enclosed are details of the conditional funds for your award(s) that lists: the name(s) of the individual project(s); the project number(s); and the specific amount(s) for the conditionally selected application. HUD's local field office staff will provide instructions for the next steps, including guidance on completing the Technical Submission process.

If you wish to appeal this decision, you have until April 27, 2020, 5pm EST. See Section X of the FY 2019 CoC Program Competition NOFA for more details.

HUD commends your organization's work and encourages it to continue to strive for excellence in the fight to end homelessness.

Sincerely,

John Gibbs
Assistant Secretary, Acting
Office of Community Planning and Development

Enclosure

Enclosure

NH0002L1T001911
Summer Street Project
$44,454

NH0003L1T001912
CLM FAMILY HOUSING I
$279,745

NH0007L1T001912
Families in Transition Permanent Housing Program - Concord
$70,343

NH0011L1T001912
Homeless Management Information System - Balance of State
$77,996

NH0013L1T001912
McGrath Street Permanent Housing
$104,545

NH0014L1T001912
CLM Supportive Housing
$713,380

NH0019L1T001912
SCS Permanent Housing Program
$164,708

NH0020L1T001912
TCCAP PSH I Expansion
$93,612

NH0023L1T011912
Homeless Management Information System - Manchester
$53,583

NH0026L1T011912
Permanent Housing Program VI (FIT)
$73,614

NH0053L1T001909
FIT: Dover Permanent Housing
$109,647

NH0057L1T001910
SCS Shelter Plus Care
$288,544

NH0060L1T001907
FIT Concord Community PSH
$214,168

NH0074L1T001907
SCS Rapid Re-Housing Program
$120,786

NH0092L1T001904
SCS Next Steps Permanent Housing Program
$215,332

NH0095L1T001904
CRH/CCEH Permanent Supportive Housing Expansion
$386,681

NH0096L1T001904
NH Coordinated Entry
$351,403

NH0100L1T001903
BMCAP RRH Program
$183,364

NH0113D1T001901
NHCADSV RRH
$258,672

NH0115L1T001901
Waypoint RRH
$195,537

NH0119L1T001900
BoSCoC Planning Project
$122,439

NH0121D1T001900
Coordinated Entry DV Project
$251,355

NH0124L1T001900
CAPSC RRH
$212,737

Total Amount: **$4,586,645**

# Funding Approval/Agreement

*Emergency Solutions Grants Program*
Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act, 42 U.S.C. 11371 et seq.
CFDA Number 14.231

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

| | |
|---|---|
| 1. Recipient Name and Address<br>State of New Hampshire<br>Concord, NH 03301 | 2. Unique Federal Award Identification Number:<br>E-19-DC-33-0001<br>3. Tax Identification Number: 026000618<br>4. Unique Entity Identifier (DUNS): 011040545 |
| 5. Fiscal Year (yyyy): 2019 | |
| 6. Previous Obligation (Enter "0" for initial Fiscal Year allocation) | $ 0 |
| 7. Amount of Funds Obligated or Deobligated by This Action (+ or -) | $901,293.00 |
| 8. Total Amount of Federal Funds Obligated | $901,293.00 |
| 9. Total Required Match: $ | |

| 10. Start Date of Recipient's Program Year (mm/dd/yyyy) | 11. Date HUD Received Recipient's Consolidated Plan Submission (mm/dd/yyyy) | 12. Period of Performance Start Date (the later of the dates listed in Boxes 10 and 11) (mm/dd/yyyy) |
|---|---|---|
| 1/1/2019 | | |

| | |
|---|---|
| 13. Type of Agreement (check applicable box)<br>☒ Initial Agreement (Purpose #1 – Initial Fiscal Year allocation)<br>☐ Amendment (Purpose #2 – Deobligation of funds)<br>☐ Amendment (Purpose #3 – Obligation of additional funds) | 14. Special Conditions<br>☐ Not applicable ☒ Attached<br>15. Period of Performance End Date (mm/dd/yyyy)<br>8/27/2021 |

**General Terms and Conditions:** This Agreement between the U.S. Department of Housing and Urban Development (HUD) and the Recipient is made pursuant to the authority of Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371 et seq.) and is subject to the applicable annual appropriations act. The Recipient's Consolidated Plan submissions (including the Recipient's approved annual Action Plan and any amendments completed in accordance with 24 CFR Part 91), the Emergency Solutions Grants Program regulations at 24 CFR Part 576 (as now in effect and as may be amended from time to time), and this Agreement, including any special conditions attached to this Agreement, constitute part of this Agreement. Subject to the terms and conditions of this Agreement, HUD will make the funds for the specified Fiscal Year available to the Recipient upon execution of this Agreement by the Recipient and HUD. All funds for the specified Fiscal Year that HUD provides by reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Recipient's execution of the amendment or other consent. The Recipient agrees to assume all of the responsibilities with respect to environmental review, decision making, and action required under the HUD regulations at 24 CFR Part 58. Nothing in this Agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party. To the extent authorized by HUD regulations at 24 CFR Part 576, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Recipient without the Recipient's execution of the amendment or other consent.

| 16. For the U.S. Department of HUD (Name, Title, and Contact Information of Authorized Official) | 17. Signature | 18. Date (mm/dd/yyyy) |
|---|---|---|
| Robert D. Shumeyko Director of Community Planning and Development | | 8/27/19 |
| **19. For the Recipient (Name and Title of Authorized Official)** | **20. Signature** | **21. Date (mm/dd/yyyy)** |
| Melissa Hatfield, Bureau Administrator | | 9/5/19 |

Funding Information (HUD Accounting Use Only):

| | | |
|---|---|---|
| PAS Code: HAES | Region: 01 | Program Code: SOE |
| Appropriation: 00192 | Office: 01 (Boston) | Allotment: 868 |
| Appro Symbol: E | | |

# Funding Approval/Agreement

Emergency Solutions Grants Program
Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act, 42 U.S.C. 11371 et seq.
CFDA Number 14.231

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

| | |
|---|---|
| 1. Recipient Name and Address<br>New Hampshire Comm Dev Program<br>2 1/2 Beacon St<br>Office Of State Planning<br>Concord, NH 03301- | 2. Unique Federal Award Identification Number:<br>E-20-DC-33-0001<br>3. Tax Identification Number: 026000618<br>4. Unique Entity Identifier (DUNS): 011040545 |

| | |
|---|---|
| 5. Fiscal Year (yyyy): 2020 | |
| 6. Previous Obligation (Enter "0" for initial Fiscal Year allocation) | $ 0 |
| 7. Amount of Funds Obligated or Deobligated by This Action (+ or -) | $930,879 |
| 8. Total Amount of Federal Funds Obligated | $930,879 |
| 9. Total Required Match: $ | |

| | | |
|---|---|---|
| 10. Start Date of Recipient's Program Year 01/01/2020 | 11. Date HUD Received Recipient's Consolidated Plan Submission 06/30/2020 | 12. Period of Performance Start Date (the date listed in Box 18) 08/03/2020 |

| | |
|---|---|
| 13. Type of Agreement (check applicable box)<br>☐ X Initial Agreement (Purpose #1 – Initial Fiscal Year allocation)<br>☐ Amendment (Purpose #2 – Deobligation of funds)<br>☐ Amendment (Purpose #3 – Obligation of additional funds) | 14. Special Conditions and Requirements<br>☐ Not applicable ☒ Attached<br>15. Period of Performance End Date (24 months after the date listed in Box 18) 08/03/2022 |

**General Terms and Conditions:** This Agreement between the U.S. Department of Housing and Urban Development (HUD) and the Recipient is made pursuant to the authority of Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371 et seq.) and is subject to the applicable annual appropriations act. The Recipient's Consolidated Plan submissions (including the Recipient's approved annual Action Plan and any amendments completed in accordance with 24 CFR Part 91), the Emergency Solutions Grants Program regulations at 24 CFR Part 576 (as now in effect and as may be amended from time to time), and this Agreement, including any special conditions attached to this Agreement, constitute part of this Agreement. Subject to the terms and conditions of this Agreement, HUD will make the funds for the specified Fiscal Year available to the Recipient upon execution of this Agreement by the Recipient and HUD. The funds may be used for costs incurred before the Period of Performance, provided the costs are otherwise allowable and were incurred on or after the dates listed in box 10 and box 11 or 90 calendar days before the date in box 12 (whichever is later), or as provided in a prior written approval by HUD. The Recipient agrees to assume all of the responsibilities with respect to environmental review, decision making, and action required under the HUD regulations at 24 CFR Part 58. Nothing in this Agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party. Without the Recipient's execution of an amendment or other consent, HUD may amend this Agreement either to provide additional funds to the Recipient for the specified Fiscal Year or to deobligate funds under this Agreement in accordance with applicable law.

| | | |
|---|---|---|
| 16. For the U.S. Department of HUD (Name, Title, and Contact Information of Authorized Official)<br>Robert Shumeyko<br>CPD Director | 17. Signature<br>Digitally signed by: ROBERT SHUMEYKO<br>Date: 2020.08.03 15:02:38 -04'00' | 18. Federal Award Date<br>08/03/2020 |
| 19. For the Recipient (Name and Title of Authorized Official)<br>Melissa Hatfield<br>Melissa Hatfield | 20. Signature<br>DocuSigned by:<br>5757F9A1E2D343C... | 21. Date (mm/dd/yyyy)<br>/ /<br>August 6, 2020 \| 8:43:08 AM E |

Funding Information (HUD Accounting Use Only):

| | | |
|---|---|---|
| PAS Code: HAES | Region: 01 | Program Code: SOE |
| Appropriation: 00192 | Office: (Boston) | Allotment: 868 |
| Appro Symbol: F | | |

| 1. DATE ISSUED MM/DD/YYYY | 2. CFDA NO. | ASSISTANCE TYPE |
|---|---|---|
| 02/16/2018 | 14.241 | Project Grant |

☐ SUPERSEDES AWARD NOTICE dated
except that any additions or restrictions previously imposed remain in effect unless specifically rescinded

| 4. GRANT NO. | 5. ACTION TYPE |
|---|---|
| NH-H17-0020-00<br>Formerly NH-H140019 | New |
| 6. PROJECT PERIOD MM/DD/YYYY<br>From 03/01/2018 | Through 02/28/2021 |
| 7. BUDGET PERIOD MM/DD/YYYY<br>From 03/01/2018 | Through 02/28/2021 |

**THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

451 7th Street S.W
Washington, DC 20410

# NOTICE OF AWARD

8. TITLE OF PROJECT (OR PROGRAM)
Housing Opportunities for Persons With AIDS (HOPWA)

9a. GRANTEE NAME AND ADDRESS
New Hampshire Division of Public Health Services
129 PLEASANT ST
NH Department of Health and Human Svcs
CONCORD, NH 03301-3852

9b. GRANTEE PROJECT DIRECTOR
Mrs. Julie Lane
129 Pleasant ST
Bureau of Homeless and Housing Services
Concord, NH 03301
Phone: 603-271-9198

9c. GRANTEE AUTHORIZING OFFICIAL
Ms. Meliss Hatfield
129 Pleasant ST
Merrimack, NH 03301
Phone: 111-111-1111

9d. FEDERAL PROJECT OFFICER
Ms. Lisa Steinhauer
451 7th Street S.W.,
Washington, DC 20410
Phone: 215-861-7651

**ALL AMOUNTS ARE SHOWN IN USD**

11. AWARD COMPUTATION FOR GRANT

| | |
|---|---|
| a. *Amount of HUD Financial Assistance* | 966,900.00 |
| b. Less Unobligated Balance From Prior Budget Periods | 0.00 |
| c. Less Cumulative Prior Award(s) This Budget Period | 0.00 |
| d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION | 966,900.00 |
| 12. TOTAL AMOUNT OF FINANCIAL ASSISTANCE | 966,900.00 |

13. RECOMMENDED FUTURE SUPPORT
*(Subject to the availability of funds and satisfactory progress of the project):*

| YEAR | TOTAL DIRECT COSTS | YEAR | TOTAL DIRECT COSTS |
|---|---|---|---|
| a. 2 | | d. 5 | |
| b. 3 | | e. 6 | |
| c. 4 | | f. 7 | |

14. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, HUD ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:
a. The grant program legislation cited in remarks or attachment below,
b. The grant program regulations cited in remarks or attachment below,
c. This award notice including terms and conditions, if any, noted below under REMARKS.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of this award by the grantee acknowledges acceptance of these terms and conditions.

REMARKS (Other Terms and Conditions Attached - ☒ Yes ☐ No)

Terms and Conditions of this award are contained in the attached Housing Opportunities for Persons With AIDS (HOPWA) Terms and Conditions for Fiscal Year 2017 Renewal Grant Agreement. This Notice of Award and the Terms and Conditions constitute the entire Agreement between HUD and the Grantee for this award.

GRANTS MANAGEMENT OFFICER: Ms. Flegel-GMO, Rita

| 5. OBJECT CLASS 410001 | 6a. VENDOR CODE 026000618 | 6b. EIN 026000618 | 7. DUNS 011040545 | 18. CONGDIST 02 |
|---|---|---|---|---|
| FY-ACCOUNT NO. | DOCUMENT NO. | ADMINISTRATIVE CODE | AMT ACTION FIN ASST | APPROPRIATION |
| 19. a. HOPWA 0308 17/19 | b. NHH1700200 | c. HOPWA | d. $966,900.00 | e. |
| 20. a. | b. | c. | d. | e. |
| 21. a. | b. | c. | d. | e. |

| Grant Agreement<br><br>Housing Opportunities for Persons With AIDS (HOPWA) Program<br><br>CFDA Number 14.241 | **U.S. Department of Housing and Urban Development**<br><br>Office of Community Planning and Development |
|---|---|
| 1. Grantee Name and Address:<br><br>State of New Hampshire<br>Bureau of Homeless and Housing Services<br>105 Pleasant Street<br>Concord NH 03301 | 2. Grant Number: NH-H180019<br><br>3. Tax Identification Number: 026000618<br><br>4. Unique Entity Identifier (DUNS):<br>011040545 |
| 5. Applicable Renewal Notice: CPD-18-07 | 6. Grant Amount: $733,521 |

I. This Grant Agreement is made and entered into by and between the U.S. Department of Housing and Urban Development ("HUD") and the Grantee identified in Box 1 of this Grant Agreement, pursuant to the AIDS Housing Opportunity Act, codified, as amended, at 42 U.S.C. §§ 12901-12912 (the "Act"), and regulations for the Housing Opportunities for Persons With AIDS ("HOPWA") program at 24 CFR part 574 (the "Regulations").

II. Subject to the terms and conditions of this Grant Agreement, HUD agrees to provide a HOPWA permanent supportive housing renewal grant ("Grant") to the Grantee in the amount listed on Box 6 of this Grant Agreement ("Grant Funds").

III. The Grantee's approved renewal grant application prepared and submitted in accordance with the applicable Renewal Notice listed in Box 5 of this Grant Agreement is hereby incorporated into this Grant Agreement. In the event of a conflict between a provision of the renewal grant application and any provision of this Grant Agreement, the latter shall control.

IV. The Grantee agrees to notify HUD in writing and receive HUD approval for any significant amendments to the Grantee's program, in accordance with the applicable Renewal Notice listed in Box 5 of this Grant Agreement. Significant amendments that require HUD prior approval include changes that will significantly alter the scope, location, service area, or objectives of an activity or the number of persons served. This includes, but is not limited to, a Grantee request to add or subtract more than 10 percent of the HOPWA-funded amount approved in any one budget line item (BLI) to another approved BLI; a change that affects the approved housing outputs established in the performance grant agreement by more than 10 percent; and a change that decreases the amount of other leveraged funds that were committed to be used for supportive service activities as documented in the approved renewal grant application. Any significant change to the Grantee's program shall be allowed only upon an amendment to this Grant Agreement executed in writing by authorized officials of HUD and the Grantee. The effective date of any such amendment to this Grant Agreement shall be the date that HUD approves the amendment.

V. The Grantee agrees to comply with all HOPWA program requirements. Such requirements consist of the Act, Regulations, the applicable Renewal Notice listed in Box 5 of this Grant Agreement, and other applicable HUD regulations, including 24 CFR part 135 ("Economic Opportunities for Low- and Very Low-Income Persons"), 24 CFR part 87 ("New Restrictions on

Lobbying"), HUD's equal access requirements at 24 CFR 5.105(a)(2) and 5.106, and 2 CFR part 2429 ("Drug-free Workplace").

VI. The Grantee agrees to ensure that each Project Sponsor to which it provides Grant Funds will comply with the Act, Regulations, the applicable Renewal Notice listed in Box 5 of this Grant Agreement, other applicable HUD regulations, and this Grant Agreement and will agree to 24 CFR 574.500(b)(1)-(4).

VII. The Grantee agrees to draw down Grant Funds not less than quarterly. A request by the Grantee to draw down Grant Funds under any payment system constitutes a representation by the Grantee that it and all participating parties are in compliance with this Grant Agreement.

VIII. The Grantee agrees to comply with HUD instructions regarding use of and reporting in the Integrated Disbursement and Information System ("IDIS") or its successor.

IX. If the Grantee uses homelessness or chronic homelessness as primary client eligibility criteria, the Grantee agrees to use a Homeless Management Information System ("HMIS") to track services for homeless clientele. These local data systems must maintain client confidentiality by using a closed system in which medical information and HIV status are not shared with providers that do not have direct involvement in the client's case management, treatment, and care in line with the signed release of information from the client. "Client," as used in this Grant Agreement, refers to an eligible person (as defined at 24 CFR 574.3) assisted with Grant Funds.

X. The Grantee agrees to comply with the award term and condition for reporting of matters related to recipient integrity and performance at Appendix XII to 2 CFR part 200.

XI. The Grantee shall submit an Annual Progress Report (APR) in accordance with 24 CFR 574.520(b). The APR is due to HUD within 90 days of the end of each 12-month operating period until all Grant Funds are expended. The APR must be submitted in paper form and must include the number of individuals assisted, the types of assistance provided, a description of the resources made available, the investment of available resources, the geographic distribution and location of investments, the families and persons assisted (including race and ethnicity of persons assisted), and actions taken to affirmatively further fair housing.

XII. The Grantee agrees to use at least 51 percent of Grant Funds to undertake eligible program activities that provide permanent supportive housing to HOPWA eligible persons for the planned annual outputs.

XIII. The Grantee agrees to commit program income to the Grant in accordance with the addition method as provided in 2 CFR 200.307(e)(2).

XIV. The Grantee agrees to assume the responsibility for environmental review, decision-making, and action that would otherwise apply to HUD in accordance with 24 CFR 58.4 and 24 CFR 574.510. This Article does not apply to a Grantee that is a nonprofit organization.

XV. The Grantee agrees to obtain and ensure that any Project Sponsor to which it provides Grant Funds agrees to obtain certificates of completion of the Getting to Work, HOPWA Oversight, and CPD Financial Management training curriculums by at least one of its employees within 12 months of the execution of this Grant Agreement.

XVI. The Grantee agrees to conduct an ongoing assessment of the housing assistance and supportive services required by clients as identified in Individual Housing and Service Plans, including an annual assessment of their housing situation, a reevaluation of the appropriateness of rental subsidies or other support, and a report on annual results of program activities under HOPWA client outcome goals.

XVII. The Grantee agrees to assure the adequate provision of supportive services to clients in the program supported by Grant Funds.

XVIII. The Grantee agrees to update client eligibility records no less than annually.

XIX. The Grantee agrees to comply with such other terms and conditions as HUD may establish for purposes of carrying out the program supported by Grant Funds in an effective and efficient manner.

XX. This Grant is not for research and development (R&D), as defined at 2 CFR 200.87.

XXI. A default shall occur when the Grantee fails to comply with the Act, Regulations, the applicable Renewal Notice listed in Box 5 of this Grant Agreement, any other applicable HUD regulations, or this Grant Agreement. In the event of a default, HUD may take one or more of the actions provided in 2 CFR 200.338 after providing the Grantee with an opportunity for informal consultation in accordance with 24 CFR 574.500(c). Nothing in this Article shall limit any remedies otherwise available to HUD in the case of a default by the Grantee. No delay or omissions by HUD in exercising any right or remedy available to it under this Grant Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Grantee default.

XXII. The Federal award date of the Grant Funds that HUD agrees to provide through this Grant Agreement is the date of execution of this Grant Agreement by HUD.

XXIII. The period of performance begins on the date that this Grant Agreement is executed by both parties and ends three years thereafter.

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| 7. For HUD (Name, Title, and Contact Information of Authorized Official)<br>Robert D. Shumeyko, CPD Director | 8. Signature | 9. Date (mm/dd/yyyy)<br>02/14/19 |
| 10. For the Grantee (Name and Title of Authorized Official)<br>Melissa Hatfield, Bureau Administrator | 11. Signature | 12. Date (mm/dd/yyyy)<br>2/19/19 |